



## **.CAT DOMAIN NAME REGISTRATION AGREEMENT**

In order to complete the registration process you must read and agree to be bound by all terms and conditions herein.

### **TERMS AND CONDITIONS**

#### **1. Definitions**

"You" and "your" refers to the individual or entity that wishes to register a .CAT domain name or a defensive registration (as defined below).

"We" and "us" refers to Fundació puntCAT ("REGISTRY"), with domicile in Carrer del Carme 47, 08001 Barcelona (Catalonia; Spain; EU), the entity responsible for managing and operating the registry for the .CAT sTLD.

"Agreement" refers to this .CAT Domain Name Registration Agreement

"Registrar", refers to the entity submitting your .cat application on your behalf, and is accredited by Registry in order to create, modify, update and delete domain names in the .cat database.

"ICANN" means the Internet Corporation for Assigned Names and Numbers, the entity that selected Fundació puntCAT as the Registry for .cat TLD and Registrar as an authorized registrar for gTLDs, including .cat.

## **2. Scope of the Agreement**

2.1. This Agreement explains our obligations to You and your obligations to us in relation to your use of our Registry services. The following types of registrations within the ".CAT" Top Level Domain are available to qualified persons and entities:

- i. Registered Domain Names (ie. .CAT Domain Names);
- ii. Defensive Registrations (i.e. registrations granted to registrants which aim to prevent a third party from registering either an exact match of a trademark or any variation of a trademark, which registration will not resolve within the domain name system).

2.2. In order to register a .CAT Domain Name, you declare that you are part of the Catalan Linguistic and Cultural Community in the terms specified by the .CAT Charter that can be found at <http://www.domini.cat/charter.pdf>, incorporated to this Agreement by reference. In case you don't fulfill such requirement, REGISTRY will deny your application for a Registered Domain name, or might suspend or cancel it after registration.

## **3. Enforceability of the Agreement**

3.1 The Agreement shall not be effective until and if accepted by us. The registration of the domain name shall imply our acceptance of the Agreement. Upon acceptance of the Agreement its terms and conditions shall be binding for both parties. You acknowledge that you are submitting this Agreement through a .CAT-accredited registrar.

3.2 REGISTRY may amend this Agreement at any time, and your continued use of the domain name, understood as its presence on your name within our system, will imply acceptance of the new terms. The current version of the Agreement can be found at <http://www.domini.cat/agreement.pdf>.

## **4. Your Data**

4.1. As part of the registration process you are required to provide us with the following information:

- i. your full name, postal address, e-mail address, voice telephone number, and fax number if available;
- ii. the name of an authorized person for contact purposes in case of a registrant that is an organization, association or corporation;
- iii. the IP addresses of the primary nameserver and secondary nameserver for the domain name;
- iv. the corresponding names of those nameservers;
- v. the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative, technical and billing contacts for the domain name;
- vi. a Declaration of Intent of Use for the domain name you want to register

Without prejudice to the above, REGISTRY (and/or Registrar) may request other relevant data that may be kept by REGISTRY (and/or Registrar) in order to facilitate the relationship with you.

4.2. You agree to respond within fifteen (15) calendar days to inquiries from us or your Registrar concerning the accuracy of your Data. Should You not respond to any inquiry from us or your Registrar concerning the accuracy of your Data within the fifteen (15) calendar days following the notification to You of such inquiry, REGISTRY or your Registrar shall be entitled to cancel or put on hold your domain.

4.3. You acknowledge that your Data will be:

4.3.1. publicly available through the Whois Database Service, by itself or through any research engine developed by the Registry for the consultation of such a data base;

4.3.2. made available to ICANN (and to IronMountain, Inc, the escrow agent mandated by the agreement with ICANN) for escrow and inspection; both companies are located in the United States of America.

4.3.3. included and kept in our databases, managed by CORE Internet Council of Registrars, a Swiss Association, for the provision of our services and for the maintenance and development of the commercial relationship.

4.4. Your Data will be held and processed by us, REGISTRY and ICANN, for the purposes indicated above. By accepting this Agreement, you consent to the use of your Data as described above, and to the transfer of data to the abovementioned recipients.

4.5. Furthermore, subject to the policies implemented by ICANN, we may be contractually required to provide third-party bulk access to your Data for commercial purposes. Prior to providing third party bulk access to your Data we will obtain an agreement in writing from such party by which it commits not to use your Data for mass, unsolicited, commercial advertising purposes (“spam”).

4.6. With respect to third-party personal data that you provide us with, you guarantee that you have informed to such third-party individuals of the intended uses and recipients of their personal data and have obtained of such third party individuals the corresponding consent.

4.7. You may request us a copy of your Data in our possession to review them by completing the form found at <http://www.domini.cat/whois-questions.html>. Modifications or updates to your Data will be performed exclusively through your Registrar.

4.8. We will not process your Data in a manner incompatible with the purposes and uses mentioned above. We will take reasonable precautions to protect your Data from loss, misuse, unauthorized access or disclosure, alteration or destruction.

## **5. Agents**

You agree that if this Agreement is completed by anyone on your behalf, acting as your agent, you are nonetheless bound as a principal by all terms and conditions provided herein, including the any dispute-resolution policy foreseen in this Agreement.

## **6. Policies of Use**

You agree that the Registered Domain Name shall be in accordance with the syntactic norms established by ICANN, and shall not consist of any of the

reserved names established by us. Said norms and policies can be found at <http://www.domini.cat/policies.html>. You acknowledge that a domain name registered against the syntactic norms or the reserved names may be cancelled. We will not be liable in any case for such cancellation.

## **7. Dispute Policies**

You agree that, if your use of our domain name registration services is challenged by a third party, You will be subject to proceedings commenced under the REGISTRY's Mediation Policy, Eligibility Requirements Dispute Resolution Policy ("ERDRP"), Charter Compliance Policy and Charter Compliance Reconsideration Policy. These policies are incorporated to this Agreement by reference and can be found at <http://www.domini.cat/policies.html>. You agree to accept the decisions issued in connection with the domain name or defensive registration as a consequence of the proceedings commenced under the Eligibility Requirements Dispute Resolution Policy ("ERDRP"), Charter Compliance Policy and Charter Compliance Reconsideration Policy, including the eventual blockage or cancellation of the domain name or the defensive registration. These policies may be subject to modifications.

You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"). The UDRP is incorporated to this Agreement by reference and can be found at <http://www.icann.org/udrp/udrp.htm>. This policy is subject to modifications.

You agree that in the event a Registered Domain Name or a Defensive Registration dispute arises with any third party, you will indemnify and hold us and your Registrar harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name or defensive registration record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration that the dispute has been settled.

## **8. Breach of the Agreement**

You agree that your failure to abide by any provision of this Agreement, any REGISTRY operating rule or policy or your willful provision of inaccurate or unreliable information as part of the registration process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from us concerning the accuracy of the details associated with your domain name registration or defensive registration may be considered by us to be a material breach of this Agreement and that we may provide a written notice, describing the breach, to you. If within fifteen (15) calendar days of the date of such notice, you fail to provide reasonable evidence that you have not breached your obligations under this Agreement, then we may delete the registration or reservation of your domain name or defensive registration and/or terminate the other services you are using from REGISTRY without further notice. We will not refund any fees paid by you if we terminate this Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that or any other breach by you.

## **9. Cancellation, Suspension of the Domain Name**

9.1. You agree to comply with the requirements set forth by REGISTRY in order to register a .CAT domain name. These requirements are incorporated to this Agreement by reference and can be found at <http://www.domini.cat/policies.html> . In case you do not fulfill the said requirements or use the domain name for illegal purposes including, without limitation, speculative registration, use in bad faith or aimed at harming third-parties' rights, deviation from the intend of use declared by You at the moment of registering the domain name, massive transmission of unsolicited electronic communications ("spam") or any other illegal use, you agree that the domain name used for such purposes may be cancelled by the Registry.

9.2. You acknowledge that (i) if you willfully provide inaccurate or unreliable information or willfully fail to update information promptly and (ii) if you fail to follow the policies of use established by ICANN and REGISTRY, will constitute a material breach of this Agreement and that it will entitle us to cause the cancellation of your registration.

9.3. You understand and accept that your domain name registration may be cancelled, suspended or transferred pursuant to any ICANN adopted specification or policy or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification (i) to correct mistakes in registering the domain name, including but not limited to, the cancellation, within forty five (45) days from registration, of your domain name when its registration has taken place as a result of a previous erroneous cancellation; or (ii) for the resolution of disputes concerning the domain name.

9.4. You understand and accept that REGISTRY may cause the cancellation or transfer of your registration that it deems necessary, in its discretion, to protect the stability or the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, or to avoid any liability, civil or criminal.

You understand that we will have to cause the cancellation of your domain name registration or defensive registration if we receive a notification to that effect issued by a competent authority under the relevant applicable laws.

## **10. Sunrise Period**

10.1. You agree to comply with the special requirements set forth by us for domain names qualifying for the Sunrise Period, which are incorporated to this Agreement by reference and can be found at <http://www.domini.cat/sunrise.html> . These requirements are subject to modification.

10.2. You acknowledge that REGISTRY will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period, including, without limitation your ability or inability to obtain a domain name during this period.

## **11. Internationalized Domain Names (IDNs)**

10.3 You agree that in case you register a name with any special character allowed by REGISTRY (à; ç; é; è; í; î; l-l; ó; ò; ú; ü) you will be also registering the ASCII equivalent (i.e., without those special characters), as defined in <http://www.domini.cat/idn-policy.pdf> . Both domains will be tied in

all respects (contacts, servers, use). But you will be charged only for the price of one domain.

10.2 You acknowledge that Internationalized Domain Names are still in an experimental stage and that not all browsers or other Internet applications support them yet. REGISTRY might decide in the future to unbundle both versions(ASCII and IDN) of your domain, and start charging for each of them separately at the subsequent renewal.

## **12. Disclaimer of Warranties**

We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that our service(s) will meet your requirements, or that the service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the service(s) or as to the accuracy or reliability of any information obtained through our service(s). You understand and agree that any material and/or data downloaded or otherwise obtained through the use of our service(s) is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. we make no warranty regarding any goods or services purchased or obtained through any of our services or any transactions entered into through such services. No advice or information, whether oral or written, obtained by you from us shall create any warranty not expressly made herein. To the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to you.

## **13. Limitation of Liability**

13.1. You accept that we shall not be liable to you for (i) any loss of registration of a domain name or defensive registration for whatever reason not due to our negligence or willful misconduct; (ii) access delays, system errors or failures or interruptions to our registry system; (iii) non-delivery or misdelivery of data between you and us; (iv) events beyond our reasonable control; (v) events produced pursuant to the instructions received from ICANN; (vii) the application of any of the dispute policies.

13.2. In no event shall our liability arising out of this Agreement, the claim of any third party, or the termination of this Agreement, exceed the amounts effectively paid by you to your Registrar for the registration of the relevant .CAT Domain name or Defensive Registration. In no event shall we have any liability for any indirect, incidental, special or consequential damages, however caused and on any theory of liability, including but not limited to loss of anticipated profits, even if it has been advised of the possibility of such damages.

#### **14. Indemnity**

14.1. You represent and warrant to us that to the best of your knowledge neither the registration of the domain name or the defensive registration or the manner in which it is directly or indirectly used infringes the legal rights of any third parties.

14.2. You shall indemnify and hold harmless REGISTRY and its directors, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to your domain name registration, defensive registration or use thereof. This indemnification is in addition to any indemnification required under the dispute policies.

#### **15. Applicable Law & Jurisdiction**

15.1. This Agreement shall be governed by the laws of the Kingdom of Spain.

15.2. Any claim, dispute or other matter in question with respect to or arising under this Agreement or the breach thereof shall be decided by either the Courts of your domicile, as indicated in our Whois database at the time of submission of the claim, or the courts of our registered domicile (Barcelona).

#### **16. General**

16.1. This Agreement contains our entire agreement and there are no other promises or conditions in any other agreement whether oral or written, except

for the documents expressly incorporated by reference. This Agreement supersedes any prior written or oral agreements between you and us.

16.2. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.